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Testimony for Raised Bill:

Raised Bill No. 5438 - AN ACT CONCERNING THE RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS REGARDING THE TREATMENT OF BED BUG INFESTATIONS

The Connecticut Apartment Association (CTAA) represents over 35,000 rental units; the largest number of apartments represented by any multifamily housing association in the state. CTAA members consist of the state's leading firms in the multifamily rental housing industry. The association's mission is to provide quality rental housing to residents of Connecticut. Our parent organization, the National Apartment Association (NAA), represents more than 7 million apartment homes throughout the United States and Canada. The CTAA applauds the efforts of the Housing Committee to develop a bill that would comprehensively address the rights and responsibilities of landlords and tenants when bed bug infestations occur. While we are pleased to see that you have taken into consideration several issues raised by our association in previous testimony on this issue, we are troubled by certain provisions of the proposed legislation.

Section 3(C)(c) states in part:

"Before renting a dwelling unit, a landlord shall disclose to a prospective tenant whether the unit the landlord is offering for rent or any contiguous unit of which the landlord is an owner, lessor or sublessor (1) is currently infested with bed bugs, or (2) has been treated for such an infestation, provided no such disclosure shall be required if a pest control agent has determined that such treatment has been completed and sixty days have elapsed since the landlord received written notice of such determination."

This language would severely damage the marketability of units or contiguous units that have been treated for bed bugs, even though the bed bugs have been verifiably eradicated for a period of up to 60 days. We strongly agree that no landlord should ever rent a unit that is knowingly infested with bed bugs, but the 60-day look back is arbitrary and has no bearing on the current state of the unit. We strongly oppose the inclusion of this provision in this bill.

The members of the Connecticut Apartment Association (CTAA) are also highly opposed to the rebuttable presumptions language of HB 5438. Rebuttable presumptions are appropriate only in those situations where one party has near exclusive control of a situation. The rebuttable presumptions in subsections (d)(1) and (d)(3) should be removed since each new tenant introduces conditions into the unit that are out of the landlord's control. As such, landlords should not be held liable if a new tenant brings a bed bug infestation into the unit. Essentially, a property owner could be held liable, through no fault of his or her own, if a new tenant brings an infestation into the unit and, once a new tenant has moved in, there is no way to determine where the infestation came from.

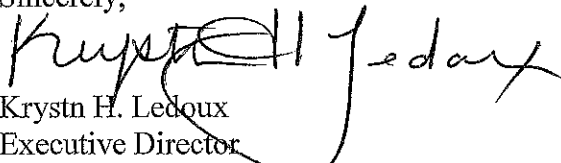
According to the proposed draft, if an owner or manager tells a prospective tenant that a unit is bed bug free and the tenant moves in, bringing an infestation into the unit, the owner or manager could still be held liable under subsection (d)(1). The tenant could then terminate the lease early without penalty and the property owner/manager could be required to pay attorney's fees and damages. Under the same scenario, subsection (d)(3) would allow a tenant who brought in an infestation to claim retaliation as an affirmative defense in an eviction proceeding.

The best practice is to afford each prospective resident the opportunity to thoroughly inspect the unit in conjunction with the property manager at outset of the tenancy for any and all defects. The condition of the unit should be thoroughly documented in writing by both parties prior to occupancy. The practice can identify potential infestations prior to occupancy and firmly establish responsibility for bed bugs. While landlords do their best to limit tenant turnover, each time a new resident takes occupancy of a unit, that tenant introduces conditions that were not present previously. This includes bringing new furniture into a unit. It has been well documented that infestations may occur when tenants acquire used furniture from co-ops or other second hand outlets that simply accept donated furniture from any source.

The rebuttable presumption provisions would have the potential to increase both the cost and length of summary process eviction proceedings. As any landlord will readily attest, this process already costs landlords thousands of dollars in legal fees and results in an average of three months of lost income from a rental unit involved in summary process proceedings. Now landlords would be forced to defend themselves against the additional presumption that they are evicting a tenant due to bed bugs if there has been an infestation in that tenant's dwelling the previous 6 months. This is an unfair additional burden to place on landlords, many of whom are small property owners with limited resources.

As this legislation moves forward, members of the CTAA are happy to make themselves available to your committee for further information on bed bug infestations in rental housing. We thank you for your time and your work on this important issue.

Sincerely,


Krystn H. Ledoux
Executive Director
Connecticut Apartment Association